

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM356116

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CAYAN LLC		09/24/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NXT CAPITAL, LLC, AS AGENT		
<b>Street Address:</b>	191 NORTH WACKER DRIVE, SUITE 1200		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4692780	GENIUS	
Registration Number:	4692776	GENIUS	
Registration Number:	4667971	CUSTOMER ENGAGEMENT PLATFORM	
Registration Number:	4217023		
Registration Number:	4287903	BINSMART	
Registration Number:	4224688	MERCHANT WAREHOUSE	
Registration Number:	4274423	CAPITAL BANKCARD	
Registration Number:	4696259	COSTPRO	
Registration Number:	4076935	AVATAS	
Registration Number:	3411436	CAPITAL BANKCARD	
Registration Number:	3299812	MERCHANTWARE	
Registration Number:	3185985	MERCHANT WAREHOUSE	
Registration Number:	2499107	OPTICARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312.577.8574		
<b>Email:</b>	humberto.aquino@kattenlaw.com		

TRADEMARK

<b>Correspondent Name:</b>	HUMBERTO AQUINO C/O KATTEN MUCHIN
<b>Address Line 1:</b>	525 WEST MONROE STREET
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661

<b>ATTORNEY DOCKET NUMBER:</b>	342663-00115
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<b>NAME OF SUBMITTER:</b>	HUMBERTO AQUINO
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<b>SIGNATURE:</b>	/HUMBERTO AQUINO/
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<b>DATE SIGNED:</b>	09/24/2015
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 24th day of September, 2015, by Cayan LLC, a Delaware limited liability company ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

### WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of September 24, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of September 24, 2015, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders and the other Secured Parties, a lien on and security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders and the other Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a lien on and security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and


(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

**[Signature Pages Follow]**

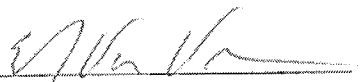
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CAYAN LLC, a Delaware limited liability company

By:   
Name: Ammar Afif  
Title: Chief Financial Officer

Agreed and Accepted  
As of the Date First Written Above:

**NXT CAPITAL, LLC,**  
as Agent

By:   
Name: Erik Van Vuren  
Title: Director

Trademark Security Agreement

**TRADEMARK**  
**REEL: 005629 FRAME: 0347**

**SCHEDULE 1****Trademark Registrations**

<b>Name of Owner</b>	<b>Trademark</b>	<b>Registration #</b>	<b>Registration Date</b>
Cayan LLC	GENIUS	4692780	2/24/14
Cayan LLC	GENIUS	4692776	2/24/15
Cayan LLC	CUSTOMER ENGAGEMENT PLATFORM	4667971	1/6/15
Cayan LLC	<i>Design Only</i>	4217023	10/2/12
Cayan LLC	BINSMART	4287903	2/12/13
Cayan LLC	MERCHANT WAREHOUSE	4224688	10/16/12
Cayan LLC	CAPITAL BANKCARD	4274423	1/15/13
Cayan LLC	COSTPRO	4696259	3/3/15
Cayan LLC	AVATAS	4076935	12/27/11
Cayan LLC	CAPITAL BANKCARD	3411436	4/15/08
Cayan LLC	MERCHANTWARE	3299812	9/25/07
Cayan LLC	MERCHANT WAREHOUSE	3185985	12/19/06
Cayan LLC	OPTICARD	2499107	10/16/01